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Government of Karnataka

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सत्यमेव जयते

Certificate No.	:	IN-KA65784429684098J
Certificate Issued Date	:	30-Mar-2011 01:51 PM
Account Reference	:	NONACC (BK)/ kakscub08/ RAJARAJESHWARI NAGAR/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKAKSCUB08160747564337 56J
Purchased by	:	KARNATAKA RURAL INFRASTRUCTURE DEVELOPMENT LTD
Description of Document	:	Article 12 Bond
Description	:	WORKS AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	KARNATAKA RURAL INFRASTRUCTURE DEVELOPMENT LTD
Second Party	:	B B M P
Stamp Duty Paid By	:	KARNATAKA RURAL INFRASTRUCTURE DEVELOPMENT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

For Mahila Co-operative Bank Ltd.,

Branch Manager

Please write or type below this line

BRUHATH BANGALORE MAHANAGARA PALIKE

Est Cost Rs 20,00,000/- Agreement No.18/2011-12 Dated 04-05-2011

This agreement made the (04-05-2011) Fourth day of May 2011 between Executive Engineer (Project division), R.R.Nagara, Bruhath Bangalore Mahanagara Palike of the ONE PART or first party (herein after referred to as "BBMP" which repression shall wherever the context so admits, mean and include, its successors-in-interest and administrators)

AND B.R. Muddu

Technical Manager-2
BBMP Bangalore

Second Party

Technical Manager (West), Project Implimentation unit, Karnataka Rural Infrastructure Development Limited (KRIDL), Madhavanagara, Bangalore-01. (Herein after called second party) which terms shall mean and include his heirs, successors and legal representative as the case may be.

BBMP Desires to entrust the work of **Maintenance of Toilet at JP Park in Ward No.17 in Rajarajeswarinagar Zone.** To KRIDL amounting to Rs.**20,00,000**/- Job Code:**017-11-000042.**

The Government of Karnataka in the notification No ಆಇ169ಪೆಚ್ಚ-12/11, **Dated: 10-03-2011** has exempted the Karnataka transparency in public procurement Act1999 under Section 4(a) for Execution of works Through KRIDL.

Both the parties have deemed it fit to execute this agreement incorporate the terms of understanding for execution of the work.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. KRIDL shall execute and complete the works based on the drawings, estimate and Schedule-B quantity as per the standard specification of KPWD / IRC duly approved by BBMP.
2. Estimate shall be prepared by BBMP at the current KPWD Schedule of rates and entrusted to KRIDL with **+5.00% Service charges, +5.00% applicable taxes and 1% Labour Cess.**
3. The Estimate will be accorded the Administrative Sanction and Technical Sanction by competent authority of BBMP.
4. The works will be completed within **90 days (Ninety days)** from the date of handing over of clear sites, release of funds, clearance of estimate, work order / agreement whichever is later.
5. The guarantee maintenance period of the work is twelve months form the date of completion of work and the Second party will be responsible for carryout the any defects or repairs during that period.
6. 25% of mobilization advance shall be paid against Administrative/Technical Sanctioned approved estimate cost at the time of execution of agreement.
7. The mobilization advance shall be adjusted in the final bill.

Technical Manager-2
Second party

8. If the rates of certain items of works not found in this SR then the same shall be obtained from SR of Minor Irrigation / National Highway /PRED /KUWS&DB.

9. If any Items not found in any of the SR, data rate shall be prepared and got approved from the competent authority of BBMP.

10. The Work Quality shall be certified by the third party viz as appointed by BBMP time to time. Whose payment shall be paid by the second party (i.e.KRIDL) as per agreement norms between BBMP and third party.

11. If any variation in quantities, specifications and any extra items shall be got it approved from BBMP during the execution of work.

12. Above 100.00 Lakhs Works the market rates of Cement, Steel, Bitumen and RMC shall be paid as per item No.4 of general notes of PWD SR of Bangalore Circle for the year 2010-11.

13. Officers of the First party consisting of Commissioner/ Additional Commissioner/ Chief Engineer/ Executive Engineers and Assistant Executive Engineers /Asst. Engineer/ Junior Engineers of the respective divisions shall inspect the works and provide suggestions to the Second party in smooth execution of the project.

14. Service taxes are to be paid if applicable.

15. In case of any dispute regarding the nature and execution of work and satisfactory completion of work and the payments between BBMP and KRIDL the matter shall be referred to Commissioner, BBMP, whose decision is final and binding on the both the parties and cannot be questioned in any court of law.

The Second Party
Technical Manager (West),
Project Implementation unit,
KRIDL, Bangalore.

the First Party
Executive Engineer (Project)
R.R.Nagara, BBMP.
Bangalore.

Witness :-

1.

2.